

# ROGUE VALLEY FIRE CHIEF'S ASSOCIATION

<b>Document:</b>	<b>RVFCA Mutual/Automatic Aid Agreement Jackson/Josephine Counties</b>
<b>Section &amp; #:</b>	<b>Mobilization #4.01</b>
<b>Adoption Date:</b>	<b>1957/1975/1983/1992/1998/2010 - January 21<sup>st</sup>, 2020</b>
<b>Developed / Updated By:</b>	<b>RVFCA / Chief Johnson - 2020</b>
<b>Review Date:</b>	<b>January 2025</b>

**WHEREAS**, the parties hereto recognize the likelihood that fires or other like disasters occurring in their respective territories could reach such proportions that it would be impossible to control them with the equipment and personnel of any single agency, and

**WHEREAS**, the parties recognize the necessity to facilitate and comply with ORS 476.510 to 476.610 (Emergency Conflagration Act) and

**WHEREAS**, it is necessary and proper that Mutual and Automatic Aid agreements be entered by the undersigned for the mutual protection of life and property,

**IN CONSIDERATION** of the covenants herein contained, each of the undersigned agrees:

1. To furnish firefighting equipment and personnel, upon request when available, to any of the other undersigned when such assistance is necessary and appropriate.
2. That each party shall have the right to determine priority for providing fire suppression and/or other emergency service to any other party under this agreement. This determination shall be the responsibility of the commanding officer of the agency sending the assistance.
3. That the officer in charge of the responding organization may, in the exercise of best judgment and discretion, decline to commit apparatus or personnel to a position which would dangerously imperil such resources.
4. That a responding organization shall be released by the requesting organization as soon as the services of the responding organization are no longer required in reducing the threat of life or property or when the responding organization is needed within its own jurisdiction.
5. That none of the parties hereto shall be held liable to any other party for damage to property, loss of equipment, injury to personnel, or for the payment of any compensation arising in the course of, or as a result of, any assistance or lack of assistance rendered under the terms of this agreement. This provision does not waive the legal rights of any individual.

6. That the chief executive officer of each department of the parties to this Agreement is authorized and directed to meet and develop such mobilization policy and procedures as shall best accomplish the purpose of this Agreement. Parties agree to adhere to the mobilization policy and procedures as adopted by the Rogue Valley Fire Chiefs Association and located in the RVFCA Document Manual.
7. That aid and assistance rendered by the signatories hereto under the Oregon Emergency Conflagration Act, state and federal wildfire management plans, and civil defense plans, shall not be governed by the terms of this Agreement.
8. That each party may develop automatic aid assistance and move-up procedures with other agencies. Such procedures shall be pre-programmed and pre-arranged. Each party is responsible for the development of its own automatic aid and move-up procedures.
9. That automatic aid and move-up procedures shall be periodically reviewed and updated. Each party is responsible for the coordination of resources and response with other agencies.
10. That additional fire protection agencies may be added as parties to the Agreement from time to time. Such agencies shall first be recommended to the Rogue Valley Fire Chiefs Association for addition by the Rogue Valley Fire Defense Board and be approved by the chief executive officer of each of the signor agencies. Any additions shall be made by means of attachment to the Agreement.
11. That the continued failure by any party to meet the requirements established herein, shall be just cause for the removal as a participant in this Agreement. Such action shall first be recommended by the Rogue Valley Fire Defense Board to the Rogue Valley Fire Chiefs Association and be approved by the chief executive officer of each of the existing parties.
12. That any party may withdraw from the entirety or attachments hereto of this Agreement by giving thirty (30) days written notice of its intent to withdraw to each of the other parties.

## **TYPE OF EQUIPMENT AND PERSONNEL**

1. The parties agree to provide to all other parties to this Agreement personnel and equipment, which is normally staffed and assigned to emergencies subject to the following conditions:
  - a. The minimum requirements of personnel and equipment available for assistance pursuant to this Agreement shall comply with RVFCA Rogue Valley Mobilization Plan policy 4.04 for regional deployments, and RVFCA

Rogue Valley State Fire Mobilization Plan policy 4.05 and the requirements set by the Oregon Fire Service Mobilization Plan for in and out-of-state deployments. Parties acknowledge that compliance may not be possible for all activations and a priority shall be given to an immediate response of appropriate equipment and personnel.

- b. The parties recognize and agree that such personnel and equipment shall be periodically unavailable under this Agreement due to normal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last more than 30 days, the party experiencing such change shall notify all other parties to this Agreement.
- c. Each of the parties agrees to furnish to a requesting party such as mutual aid assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request, or withdraw from a request, if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency.
- d. A providing party will not deploy without a request for mutual aid assistance by a requesting party.
- e. It is recognized and agreed by the parties that closest unit response is in the best interest of all communities within the counties and that from time to time minor response imbalances between participating agencies may occur and shall be considered diminutive and inconsequential as compared to the benefits conferred upon the communities by the terms of this agreement. The parties agree that equipment and personnel, when sent, shall be dispatched promptly and that first response by the requesting party shall not be a prerequisite to a request for emergency assistance under this agreement.
- f. The parties agree to provide assistance not to exceed one operational period. "Operational Period" is defined by the Incident Commander as the amount of time necessary to accomplish the operational objectives assigned to personnel and equipment and which is within safe work/rest ratio standards established in the fire service. Operational Periods are event driven and are typically 12 hours in duration. The operational period may exceed 12 hours during the initial response to an emergency if mutually agreed upon by the requesting and Providing Party. As determined by the Incident Commander, subsequent Operational Periods will never exceed 24 hours.

- g. For incidents within Oregon Department of Forestry (ODF) or USFS protected lands, refer to cooperative agreements. RVFCA Document Manual, Section 4- Mobilization, 4.02 Mutual Aid in Unprotected Lands and ORS 476.280 and ORS 476.290.
- h. The parties agree that it is in the public interest for them to cooperate in developing an effective mutual aid system in an effort to provide for adequate response of personnel and equipment upon request. The parties may further utilize move-up of personnel and equipment when necessary to maintain adequate levels of protection throughout all jurisdictions as the situation warrants.

### **SUPERVISION/AGENCY AUTHORITY**

1. When emergency assistance is furnished under this agreement, the requesting party shall retain incident command responsibility for the incident and shall establish overall supervision of the emergency through the nationally recognized incident command system. However, when officers from the requesting party have not arrived on the scene of the incident, the commanding officer of the providing party arriving first shall assume incident command until relieved. "Supervision" as used in this section, refers to conduct of the mission. Personnel participating in the mission remain the employee or volunteer of the party that deployed them and are subject to the policies and procedures of that party.

Unless expressly authorized by the requesting party, a providing party, its officers, employees and agents, are not authorized to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of, or as an agent for, the requesting party.

### **RELEASE OF INCIDENT INFORMATION**

1. Parties recognize the need for the timely release of accurate and consistent information to the public and media. Parties also recognize that each jurisdiction may experience different political climates or priorities. Participating agencies agree to not release information that is not first approved by the IC or AHJ. The reposting of official information is the recommended method.

**IN WITNESS WHEREOF**, each of the undersigned has caused this agreement to be signed by its duly authorized officers. This document shall supersede and repeal the Jackson County Mutual Assistance Agreement signed in 1983, the Josephine County Agreement for Mutual Aid in Fire Suppression signed in 1975.

**The effective date of this agreement shall be January 21<sup>st</sup>, 2020**

Any party not identified below may be added in accordance with Section 10 of this agreement.

Signature page and original document on file with Jackson County Fire District #3 or a PDF version is available in the archive section of the RVFCA Policy/Best Practices/Model Guidelines Manual.

**Mutual Aid Agreement  
Jackson/Josephine Counties Signors  
January 21<sup>st</sup>, 2020**

APPLEGATE VALLEY R.F.P.D #9  
By: [Signature]  
Title: FIRE CHIEF Date: 1/21/2020

ASHLAND FIRE AND RESCUE  
By: [Signature]  
Title: Fire Chief Date: 1/22/2020

BUTTE FALLS FIRE DEPARTMENT  
By: [Signature]  
Title: Chief Date: 5-19-2020

COLESTINE RURAL FIRE DEPT  
By: [Signature]  
Title: FIRE CHIEF Date: 1-19-20

EVANS VALLEY FIRE DISTRICT #6  
By: [Signature]  
Title: Fire Chief Date: 1/21/20

GRANTS PASS FIRE RESCUE  
By: [Signature]  
Title: DEPUTY CHIEF Date: 1/21/2020

GREENSPRINGS RURAL F.D.  
By: [Signature]  
Title: FIRE CHIEF Date: 5/6/2020

ILLINOIS VALLEY FIRE DISTRICT  
By: [Signature]  
Title: FIRE CHIEF Date: 1/21/2020

JACKSON COUNTY F.D. #3  
By: [Signature]  
Title: FIRE CHIEF Date: 1/23/20

JACKSON COUNTY F.D. #4  
By: [Signature]  
Title: Fire Chief Date: 2-20-20

JACKSON COUNTY F.D. #5  
By: [Signature]  
Title: FIRE CHIEF Date: 2-19-2020

JACKSONVILLE FIRE DEPT.  
By: [Signature]  
Title: Fire Chief Date: 1/21/2020

OREGON DEPT OF FORESTRY  
By: [Signature]  
Title: District Forester Date: 2-20-20

ROGUE VALLEY INTL. AIRPORT F.D.  
By: [Signature]  
Title: 1250 Date: 1-29-20

MEDFORD FIRE RESCUE  
By: [Signature]  
Title: Fire Chief Date: 2-20-2020

PROSPECT RURAL FIRE DEPT.  
By: [Signature]  
Title: FIRE CHIEF Date: 2-20-20

ROGUE RIVER RURAL F.D.  
By: [Signature]  
Title: Fire Chief Date: 1-21-20

RURAL METRO FIRE DEPARTMENT  
By: [Signature]  
Title: FIRE CHIEF Date: 1-21-20

LAKE CREEK RURAL F.D.  
By: [Signature]  
Title: FIRE CHIEF Date: 2-22-20

WILLIAMS RURAL F.D.  
By: [Signature]  
Title: Fire Chief Date: 1-21-20

WOLF CREEK RURAL F.D.  
By: [Signature]  
Title: Fire Chief Date: 1-22-19